



# State of Utah

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Ted Stewart  
Executive Director

James W. Carter  
Division Director

355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
801-538-5340  
801-359-3940 (Fax)  
801-538-5319 (TDD)

February 29, 1996

CERTIFIED RETURN RECEIPT  
P 074 978 976

Lawnie Mayhew  
Harper Contracting, Incorporated  
4655 West 5415 South  
P. O. Box 18400  
Kearns, Utah 84118

Re: Board Decision on Request for Approval of Form and Amount of Reclamation Surety, Harper Contracting, Inc. (Harper), Parley's Canyon Quarry, M/035/012, Salt Lake County, Utah

Dear Mr. Mayhew:

On February 28, 1996, the Division presented Harper's form and amount of reclamation surety to the Board of Oil, Gas and Mining for their consideration. The Board conditionally approved of the reclamation surety. The Board's approval will become effective provided: (1) There are no adverse comments received during the 30-day public comment period. (2) Page seven of eight of the Reclamation Contract is signed, notarized and resubmitted. (3) Page five of eight of the Reclamation Contract is revised to include a line designating the operator and signature by an authorized officer of the company.

The Division has made the changes to the Reclamation Contract requested under item (3). Enclosed is the complete original copy of the Reclamation Contract including the changes made under item (3). Please obtain the appropriate notarized signature on page seven of eight and return the completed original document to the Division. Upon successful completion of the public comment period, the Division and Board will formally approve of these documents by signing the Reclamation Contract and Surety Bond. At that time the Division will issue a Final Approval letter and forward a copy of the signed documents to you.

Thank you for your cooperation and patience in completing this permitting action. The attendance at the Board Hearing by you and Doug Jones of JBR was much appreciated. Please contact me or Wayne Hedberg if you have any questions in this regard.

Sincerely,

Anthony A. Gallegos  
Senior Reclamation Specialist

jb  
Enclosure: complete original copy of the Reclamation Contract form  
M035012.APV



FEB 2 1996

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/035/012  
(Mineral Mined) Limestone

"MINE LOCATION":  
(Name of Mine) Parleys Canyon  
(Description) Approximately 1 1/4 Miles  
East of I-80 & I-215 Interchange  
Parleys Canyon

"DISTURBED AREA":  
(Disturbed Acres) 21.9  
(Legal Description) (refer to Attachment "A")

"OPERATOR":  
(Company or Name) Harper Contracting, Inc.  
(Address) 4655 West 5415 South  
P.O. Box 18400  
Kearns, Utah 84118  
(Phone) (801) 250-0132

**"OPERATOR'S REGISTERED AGENT":**

(Name)

Joseph C. Rust

(Address)

Kesler & Rust

36 South State Street, Suite 2000

Beneficial Life Tower

(Phone)

Salt Lake City, Utah 84111

(801) 532-8000

**"OPERATOR'S OFFICER(S)":**

Rulon Harper          President

Paula Harper          Sec/Treas

James Harper          Vice President

**"SURETY":**

(Form of Surety - Attachment B)

Surety Bond

**"SURETY COMPANY":**

(Name, Policy or Acct. No.)

(Policy #

National Fire Insurance Company

**"SURETY AMOUNT":**

(Escalated Dollars)

\$36,800

**"ESCALATION YEAR":**

2001

**"STATE":**

State of Utah

**"DIVISION":**

Division of Oil, Gas and Mining

**"BOARD":**

Board of Oil, Gas and Mining

**ATTACHMENTS:**

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Harper Contracting the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/035/012 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated July 18, 1995, and the original Reclamation Plan dated July 18, 1995. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

DIVISION OF OIL, GAS AND MINING:

By \_\_\_\_\_  
James W. Carter, Director

\_\_\_\_\_ Date

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally  
appeared before me, who being duly sworn did say that he/she, the said  
\_\_\_\_\_ is the Director of the Division of  
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she  
duly acknowledged to me that he/she executed the foregoing document by  
authority of law on behalf of the State of Utah.

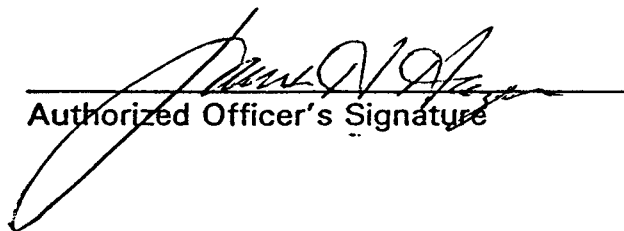
\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Harper Contracting, Inc.  
Operator Name

By: James Harper/ Vice President  
Authorized Officer (Typed or Printed)

  
Authorized Officer's Signature

7-27-96  
Date

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:


BY \_\_\_\_\_  
Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

OPERATOR:

Harper Contracting  
Operator Name

By James Harper/ Vice President  
Corporate Officer - Position

2-27-96  
Date

  
Signature

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally  
appeared before me \_\_\_\_\_ who  
being by me duly sworn did say that he/she, the said \_\_\_\_\_  
is the \_\_\_\_\_ of \_\_\_\_\_  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
\_\_\_\_\_ duly acknowledged to me that said  
company executed the same.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:



ATTACHMENT "A"

Harper Contracting  
Operator  
M/035/12  
Permit Number

Parleys Canyon  
Mine Name  
Salt Lake County, Utah

**The legal description of lands to be disturbed is:**

Approximately 21.9 Acres within SW 1/4 Section 18, and NW 1/4 Section 19,  
T.1S., R.2E., SLBM